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FACEBOOK, INC.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

FACEBOOK, INC., a Delaware  
corporation,

Plaintiff,

v.

ILIKEAD MEDIA  
INTERNATIONAL COMPANY  
LTD., CHEN XIAO CONG, and  
HUANG TAO,

Defendants.

CASE NO.: 3:19-CV-07971

**COMPLAINT; DEMAND FOR  
JURY TRIAL**

Plaintiff Facebook, Inc. alleges the following:

**INTRODUCTION**

1. Beginning no later than 2016 and continuing until at least August 2019, Defendants ILikeAd Media International Company Ltd., Chen Xiao Cong, and Huang Tao participated in a deceptive advertising scheme targeting Facebook and its users. Specifically, Defendants deceived internet users into installing software for their internet browsers that contained malware along with a plugin or browser extension (“the malicious extension”). The malicious extension was available on the internet and was not installed as a result of visiting or using Facebook. After the victims self-compromised their browsers, the malware enabled Defendants to access their victims’ Facebook accounts and takeover their ad accounts, a practice known as “account takeover fraud.” Defendants then used the accounts to run ads without the Facebook users’ knowledge or consent.

2. Defendants ran a number of deceptive ads on Facebook using a malicious technique known as “cloaking,” which concealed the true nature of the ad from Facebook’s ad review process and allowed Defendants to market goods in violation of Facebook’s Terms of Service and Advertising Policy. Since April 2019, Facebook has notified hundreds of thousands of users that their Facebook accounts may have been compromised, and it has required those users to verify their identity and change their Facebook account passwords.

3. Accordingly, Facebook brings this action for injunctive relief to stop Defendants’ misuse and abuse of the Facebook platform in violation of Facebook’s Terms of Service and Advertising Policies. Facebook also brings this action to obtain compensatory, punitive, and exemplary damages in response to Defendants’ violations of California Comprehensive Computer Data Access and Fraud Act, § 502, the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, and breach of contract.

**PARTIES**

4. Plaintiff Facebook, Inc., is a Delaware corporation with its principal place of business in Menlo Park, San Mateo County, California.

5. Defendant ILikeAd Media International Company Ltd. (“ILikeAd”) was a Hong Kong-based advertising company that used the website ILikeAd.com.<sup>1</sup> Ex. 1 and 2. On its website, ILikeAd promoted itself as a “one-stop comprehensive solution to advertisers” providing advertising and marketing services to businesses interested in advertising on Facebook. *Id.* On information and belief, ILikeAd provided affiliate marketing services and profited from commissions for sales resulting from internet traffic that they delivered to their customers. *Id.*

6. Defendant Cong was a software developer located in Wuhan, Hubei, China.

7. Defendant Huang Tao was a marketing director at an entity called GuangZhou HongYi Technology Company Ltd. (“HongYi Technology”) located in Guangzhou, Guangdong, China. Ex. 3. ILikeAd and HongYi Technology were affiliated entities that share the same Chief Executive Officer. Exs. 4 and 5. Tao used the aliases “staoism” and “staosim.”

8. At all times material to this action, each Defendant was the agent, employee, partner, alter ego, subsidiary, or co-conspirator of and with the other Defendant, and the acts of each Defendant were in the scope of that relationship. In doing the acts and failing to act as alleged in this Complaint, each Defendant acted with the knowledge, permission, and the consent of each of the other Defendant, and each Defendant aided and abetted the other Defendant in the acts or omissions alleged in this Complaint.

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<sup>1</sup> Defendants used the website ILikeAd.com between 2016 and 2017. The website is not presently used to promote marketing services by Defendants.

**JURISDICTION AND VENUE**

9. The Court has federal question jurisdiction over the federal causes of action alleged in this complaint pursuant to 28 U.S.C. § 1331.

10. The Court has supplemental jurisdiction under 28 U.S.C. § 1367 over the state law causes of action alleged in this complaint because they arise out of the same nucleus of operative fact as Facebook's federal claims.

11. In addition, the Court has jurisdiction under 28 U.S.C. § 1332 over all causes of action alleged in this complaint because complete diversity exists and the amount in controversy exceeds \$75,000.

12. The Court has personal jurisdiction over Defendants because they knowingly directed and targeted their conduct at California, individual California residents, and at Facebook, which has its principal place of business in California. By accessing Facebook, using Facebook, and running ads on Facebook, Defendants transacted business and engaged in commerce in California. Defendants also used computers located in California to facilitate their conduct and victimized California residents. Facebook's claims arise directly from and relate to Defendants' activities described in this Complaint.

13. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b), as the threatened and actual harm to Plaintiff occurred in this District. Venue is also proper with respect to each Defendant pursuant to 28 U.S.C. § 1391(c)(3) because none of them reside in the United States.

14. Pursuant to Civil L.R. 3-2(c), this case may be assigned to either the San Francisco or Oakland division because Facebook is located in San Mateo County.

**FACTUAL ALLEGATIONS**

**A. Background**

**1. Advertising on Facebook**

15. Facebook is a social networking website and mobile application that enables its users to create their own personal profiles and connect with each other on

1 their personal computers and mobile devices. As of October 2019, Facebook daily  
2 active users averaged 1.62 billion and monthly active users averaged 2.44 billion.

3 16. Anyone with a Facebook account and page can create an ad account,  
4 through which users can create and place ads on Facebook. Every week, users create  
5 millions of ads through the Facebook ad platform, which provides advertisers with  
6 many options for reaching their target audiences, so long as they comply with  
7 Facebook's Policies.

8 17. To pay for their ads, advertisers can input and maintain credit card or  
9 other payment information on file in their ad accounts. Financial information saved to  
10 a Facebook account, like credit card numbers, is stored securely and only the last four  
11 digits of the credit or debit card is visible to the user or others accessing a user's  
12 account.

13 18. To create and publish an ad, an advertiser must agree to Facebook's  
14 Terms of Service, Self-Serve Ad Terms, Commercial Terms, and Advertising Policies.  
15 Advertisers are also subject to Facebook's Community Standards, among other terms  
16 and conditions.

17 19. Ads are subject to Facebook's ad review system, which relies primarily  
18 on automated tools that review ads for compliance with Facebook's Advertising  
19 Policies. This automated review happens before an ad can run. Ads may also be  
20 subject to additional review after they are published, depending on user feedback and  
21 other indicators.

22 20. If the ad review process identifies a policy violation, the ad will be  
23 rejected and the advertiser will receive a rejection message. Some ads are flagged by  
24 the automated ad review system for manual human review. If the ad review system  
25 does not detect a policy violation, the advertiser will receive a notification confirming  
26 that the ad will begin running.

27 21. Facebook can also take a range of enforcement actions against an  
28 advertiser who violates the Advertising Policies, including banning an ad account

1 from running ads. To detect recidivism, Facebook analyzes the characteristics of ads  
2 and accounts to identify accounts that may be associated with previously identified  
3 bad actors.

## 4 **2. Cloaking**

5 22. One of the components reviewed by the ad review system is the website  
6 landing page a person will see if they click on an ad. If the landing page violates  
7 Facebook's Terms or Advertising Policies, the ad will be rejected.

8 23. "Cloaking" is a malicious technique used by advertisers to circumvent  
9 various ad review processes in order to show content on a landing page that violates  
10 Facebook's Terms and Advertising Policies.

11 24. In particular, cloaking disguises the true landing page for an ad and the  
12 actual content of the landing page, in order to circumvent Facebook's review process.  
13 A "cloaked" landing page used in an ad will display content to Facebook's automated  
14 and manual review systems that differs from that shown to actual Facebook users.  
15 The landing page displayed to the review system will promote content that falls within  
16 the bounds of the Advertising Policy, when in fact, the true landing pages displayed to  
17 users frequently promote deceptive products and services and display disallowed  
18 images. The true landing pages will frequently include ads for deceptive diet pills and  
19 cryptocurrency investments and images of sexual content.

### 20 **B. Facebook's Terms and Advertising Policies**

21 25. All Facebook users must agree to Facebook's Terms of Service  
22 ("Terms") (available at <https://www.facebook.com/terms.php>) and other rules that  
23 govern access to, and use of, Facebook. Those Terms include Facebook's Advertising  
24 Policies.

25 26. Section 3.2.1 of the Terms prohibits users from "do[ing] . . . anything  
26 unlawful, misleading, [ ] or fraudulent." Section 3.2.2 of the Terms, in turn, prohibits  
27 users from "upload[ing] viruses or malicious code," as well as "anything that could  
28

1 disable, overburden, or impair the proper working or appearance of [Facebook]  
2 Products.”

3 27. Section 3.2.3 of the Terms prohibits users from “access[ing] or  
4 collect[ing] data from [Facebook] Products using automated means (without our prior  
5 permission) or attempt[ing] to access data you do not have permission to access.”

6 28. Under Section 4.2, Section 3 of the Terms stay in effect even if a user’s  
7 account is disabled or the user deletes the account.

8 29. Advertising Policy 4.13 (available at  
9 <https://www.facebook.com/policies/ads/>) prohibits “ads, landing pages, and business  
10 practices” from “contain[ing] deceptive, false, or misleading content, including  
11 deceptive claims, offers, or methods.”

12 30. Advertising Policy 4.28 prohibits “tactics intended to circumvent our ad  
13 review process or other enforcement systems,” including “techniques that attempt to  
14 disguise the ad’s content or destination page,” as well as “[r]estrict[ing] Facebook’s  
15 access to an ad’s destination page.”

16 31. Advertising Policy 4.32 prohibits ads that “promote products, services,  
17 schemes or offers using deceptive or misleading practices.”

## 18 **C. Defendants’ Scheme**

### 19 **1. Overview**

20 32. Beginning no later than 2016, Defendants jointly engaged in an account  
21 take over fraud scheme targeting Facebook and its users. Defendants’ scheme  
22 proceeded as follows:

23 a. First, Defendant Cong developed the malware, which was designed  
24 to compromise computers and take over Facebook ad accounts. Defendant ILikeAd  
25  
26  
27  
28



1 registered two domains that were encoded in the malware as command and control  
2 servers<sup>2</sup> (“C2”).

3           b.       Second, between 2016 and 2019, Defendant Tao, on behalf of  
4 Defendant ILikeAd, promoted the distribution and installation of the malicious  
5 extension online through various forums and websites. When victims installed the  
6 malicious extension, they self-compromised their computers with Defendants’  
7 malware. In the case of Facebook users, the malware collected and exfiltrated  
8 Facebook login information from the victims’ computers or browsers, thereby  
9 allowing Defendants to access the victims’ Facebook accounts.

10           c.       Third, Defendant Cong designed the malware to disable the  
11 accounts’ security notifications in order to conceal Defendants Tao and ILikeAd’s  
12 access and use of the Facebook accounts from the victim. The malware also enabled  
13 Defendants to run ads with the victims’ Facebook ad accounts and paid for the ads  
14 using the victims’ payment information. In some instances, Defendants ran deceptive  
15 ads using the images of certain types of celebrities.

16           d.       Fourth, Defendants used cloaking software and services to avoid  
17 Facebook’s ad review process. Defendants ran deceptive ads that redirected Facebook  
18 users to landing pages associated with counterfeit goods, male enhancement  
19 supplements, and diet pills, which violated Facebook’s Advertising Policies.

## 20           **2. Development and Functionality of the Malware**

21           33.       Beginning no later than May 2016, Defendant Cong used a Github  
22 repository to host and develop portions of the source code for the malware. Defendant  
23 ILikeAd registered two domains that were encoded in the malware to connect to the  
24 C2s. Exs. 6 and 7.

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27           <sup>2</sup> A command-and-control server is a computer controlled by a malicious actor that is  
28 used to send commands to computers compromised by malware and serve other  
functions.



1           34. Defendant Cong designed the malware to (a) compromise victims'  
2 computers and collect information from infected computers, and (b) access and take  
3 over Facebook ad accounts, if the victims had an ad account. After a victim installed  
4 the malicious extension, the malware executed unauthorized commands on the  
5 compromised computer in order to locate, copy, and exfiltrate user credentials,  
6 including Facebook credentials and cookies, saved to the compromised computer's  
7 internet browser (collectively "access information"). Defendants used this access  
8 information to access Facebook accounts without authorization of the victims or  
9 Facebook.

10           35. Defendants used their unauthorized access to the victims' accounts to run  
11 ads on Facebook and obtain unauthorized payments for the ads. Defendants used the  
12 malware to extract data that showed whether the victims had an ad account, had  
13 previously paid for ads, the amount spent on ads, and the balance on the victim's ad  
14 account. Defendants used the payment and ad account information to run ads on  
15 Facebook.

16           36. Defendants used multiple C2s to obtain data from compromised  
17 computers. Defendants' C2 domain names were encoded into the malware and  
18 included the following domains: api2019.com, api.new-api.com,  
19 api.kkkkdajlhkjhdsdewgtuv.com, api168168.com, pcmaps.net, and downmaps.com.

20           37. Defendant Cong designed the malware to execute a number of steps in  
21 order to maintain their control of the victims' accounts and to conceal their  
22 unauthorized activity. First, the malware turned off user notifications, which  
23 prevented victims from learning that (a) their account was accessed from an  
24 unrecognized device and browser; and (b) that their ad account had been used to run  
25 Facebook ads. Second, the malware locked in the changes made to the notification  
26 settings, preventing the victims from reverting or otherwise altering them.

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### 3. Distribution and Installation of the Malware

38. Defendants caused the installation of their malware on victims' computers when victims installed the malicious extensions online. The malware was not installed, nor were the victims' computers compromised, as a result of visiting, accessing, or using Facebook.

39. Defendants caused the malware to be installed by bundling it with other software downloads. To increase the likelihood that their malware was successfully installed on a victim's computer, the software bundles contained (a) the complete malware executable, and (b) a downloader and corrupted DLL (dynamic link library) file used to "hijack" the legitimate DLL process of chromium-based applications (e.g. Chrome, Opera), an attack called "DLL hijacking." DLL hijacking caused the malware to be downloaded and installed from a domain that hosted the malware executable, commonly referred to as the "payload." Domains that hosted the malware payload included: [down.kaidandll.com](http://down.kaidandll.com), [down.dll-biu.com](http://down.dll-biu.com), and [down.biubiudown.com](http://down.biubiudown.com), among others.

40. Defendants also used a web-based code repository and hosting service to host the malware. The malware executables were added to the repository using two Google IP addresses physically located in the Northern District of California.

41. Between 2016 and 2019, Defendant Tao promoted the installation of Defendants' malicious extension on various forums and websites using the aliases "staoism" and "staosim." Exs. 8, 9, 10, 11, and 12.

### 4. Unauthorized Advertisements and Cloaking

42. If the compromised Facebook account had an ad account, Defendants used it to publish ads through the compromised account without the victim's knowledge or consent. Those ads were billed to the victim's ad account.

43. Defendants' advertisements used cloaking to circumvent Facebook's content policy and review process. As a result, certain users that clicked on the cloaked ads were redirected to a website that was different than the website shown in

1 the advertisement. Defendants' unauthorized advertisements marketed counterfeit  
2 goods, male enhancement supplements, and diet pills.

3 **D. Defendants Unjustly Enriched Themselves and Their Unlawful Acts**  
4 **Have Caused Damage and a Loss to Facebook.**

5 44. Defendants interfered with and continue to interfere with Facebook's  
6 computer network, and they have negatively impacted the Facebook experience for  
7 users whose accounts were affected by their fraud.

8 45. Defendants' breaches of Facebook's Terms and Advertising Policies, as  
9 well as their violations of state and federal law, have caused Facebook substantial  
10 harm.

11 46. Defendants' actions injured Facebook's reputation, public trust, and  
12 goodwill.

13 47. Facebook has suffered damages and a loss attributable to Defendants,  
14 including the efforts and resources it has used to address this Complaint, investigate  
15 and mitigate Defendants' illegal conduct, and attempt to identify, analyze, and stop  
16 Defendants' injurious activities. Facebook has paid over \$4 million to Defendants'  
17 victims in order to reimburse them for the unauthorized ads purchased using their ads  
18 accounts.

19 48. Defendants have been unjustly enriched by their activities at the expense  
20 of Facebook in an amount to be determined at trial.

21 **FIRST CAUSE OF ACTION**

22 (Breach of Contract)

23 49. Facebook realleges and incorporates all preceding paragraphs.

24 50. Access to and use of Facebook's services is governed by Facebook's  
25 Terms and its related policies.

26 51. Defendants agreed to and became bound by Facebook's Terms and  
27 related policies through their use of Facebook and its services.  
28

1 52. Facebook has performed all conditions, covenants, and promises required  
2 of it in accordance with its agreement with Defendants.

3 53. Defendants knowingly breached Facebook's Terms and Advertising  
4 Policies.

5 54. Defendants' violations of Facebook's Terms and Advertising Policies  
6 have directly and proximately caused and continue to cause harm and injury to  
7 Facebook.

8 55. When Defendants agreed to, and became bound by, Facebook's Terms  
9 and Advertising Policies, both Facebook and Defendants knew or reasonably could  
10 have foreseen that the harm and injury to Facebook was likely to occur in the ordinary  
11 course of events as a result of Defendants' breach.

12 56. Defendants' breaches of Facebook's Terms and Advertising Policies  
13 have caused Facebook damages in an amount to be determined at trial, and in excess  
14 of \$75,000.

## 15 **SECOND CAUSE OF ACTION**

16 (California Penal Code § 502)

17 57. Facebook realleges and incorporates all preceding paragraphs.

18 58. Defendants knowingly accessed and without permission used Facebook's  
19 data, computers, computer system, and computer network in order to (A) devise or  
20 execute a scheme or artifice to defraud and deceive, and (B) to wrongfully control or  
21 obtain money, property, or data, in violation of California Penal Code § 502(c)(1).

22 59. Defendants knowingly and without permission used or caused to be used  
23 Facebook's computer services in violation of California Penal Code § 502(c)(3).

24 60. Defendants knowingly and without permission disrupted or caused the  
25 disruption of computer services and denied or caused the denial of computer services  
26 to one or more authorized users of Facebook's computers, computer systems, and  
27 computer networks in violation of California Penal Code § 502(c)(5). More  
28 specifically, as described above, Defendants' malware modified user notifications

1 without permission in order to prevent users from learning that their accounts were  
2 being used without permission.

3 61. Defendants knowingly and without permission accessed or caused to be  
4 accessed with Facebook access information obtained from the malware Facebook's  
5 computers, computer systems, and computer networks in violation of California Penal  
6 Code § 502(c)(7).

7 62. Because Facebook suffered damages and a loss as a result of Defendants'  
8 actions and continues to suffer damages as result of Defendants' actions, Facebook is  
9 entitled to compensatory damages, attorney's fees, and any other amount of damages  
10 to be proven at trial, and injunctive relief under California Penal Code § 502(e)(1) and  
11 (2).

12 63. Because Defendants willfully violated Section 502, and there is clear and  
13 convincing evidence that Defendants committed "fraud" as defined by section 3294 of  
14 the Civil Code, Facebook is entitled to punitive and exemplary damages under  
15 California Penal Code § 502(e)(4).

### 16 **THIRD CAUSE OF ACTION**

17 (Computer Fraud and Abuse Act, 18 U.S.C. § 1030)

18 64. Facebook realleges and incorporates all preceding paragraphs.

19 65. Facebook computers and servers were "protected computers" as defined  
20 by 18 U.S.C. § 1030(e)(2).

21 66. Defendants violated 18 U.S.C. § 1030(a)(4) because they knowingly and  
22 with intent to defraud, accessed Facebook's protected computers and by means of  
23 such conduct furthered the intended fraud and obtained something of value.  
24 Defendants accessed Facebook protected computers purporting to be legitimate  
25 Facebook users when in fact they had compromised the users' computers with  
26 malware designed to transmit unauthorized commands to Facebook. Defendants used  
27 their unauthorized access for the purpose of furthering their fraudulent advertising  
28 campaigns, which included running deceptive ads and cloaking landing pages

1 contained in certain ads. As a result of the fraud, Defendants obtained money and  
2 unauthorized use of Facebook, the value of which exceeded \$5,000.

3 67. Defendants violated 18 U.S.C. § 1030(a)(5)(A) because they knowingly  
4 and intentionally caused the transmission of a program, information, code, or  
5 command and as a result of such conduct intentionally damaged Facebook protected  
6 computers. More specifically, Defendants modified users' account notification  
7 settings to prevent users from receiving a notification that their Facebook accounts  
8 were being used without authorization and that they were being used to run  
9 advertisements.

10 68. Defendants violated 18 U.S.C. § 1030(b) by attempting and conspiring to  
11 commit the violations alleged in the preceding paragraph.

12 69. Defendants' conduct caused a loss to Facebook of at least \$5,000 during  
13 a one-year period.

14 70. Defendants' actions caused Facebook to incur a loss and suffer damages  
15 as defined by 18 U.S.C. § 1030(e)(8) and (11), including the expenditure of resources  
16 to investigate and respond to Defendants' fraudulent scheme in an amount to be  
17 proven at trial.

18 71. Defendants continue to promote their malware online and Facebook has  
19 no adequate remedy at law that would prevent Defendants from continuing their  
20 unlawful scheme. Permanent injunctive relief is therefore warranted.

#### 21 **FOURTH CAUSE OF ACTION**

##### 22 (Unjust Enrichment)

23 72. Facebook realleges and incorporates all preceding paragraphs.

24 73. Defendants' unjustly enriched themselves at Facebook's expense.

25 74. Defendants accessed and used Facebook's platform and computer  
26 network without authorization or permission.

27 75. Defendants used Facebook's platform and computer network to, among  
28 other things, defraud and deceive users, interfere with Facebook's operation, platform,

1 and computer network, and wrongfully obtain money through their advertising  
2 scheme.

3 76. Defendants received a benefit by profiting from their unauthorized use of  
4 Facebook's platform and computer network.

5 77. Defendants' retention of the profits derived from their unauthorized use  
6 of Facebook's platform and computer network would be unjust.

7 78. Defendants' unauthorized use of Facebook's platform and computer  
8 network has injured Facebook's reputation, public trust, and goodwill.

9 79. Defendants' unauthorized use of Facebook's platform and computer  
10 network damaged Facebook, including but not limited to the time and money spent  
11 investigating and mitigating Defendants' unlawful conduct.

12 80. Facebook seeks injunctive relief and damages in an amount to be proven  
13 at trial, as well as disgorgement of Defendants' ill-gotten profits in an amount to be  
14 determined at trial.

15 81. As a direct result of Defendants' unlawful actions, Facebook has suffered  
16 and continues to suffer irreparable harm for which there is no adequate remedy at law,  
17 and which will continue unless Defendants' actions are enjoined.

### 18 **REQUEST FOR RELIEF**

19 **WHEREFORE**, Plaintiff Facebook requests judgment against Defendants as  
20 follows:

- 21 1. That the Court enter judgment against Defendants that Defendants have:
  - 22 a. Violated the Computer Fraud and Abuse Act, in violation of
  - 23 18 U.S.C. 1030;
  - 24 b. Violated the California Comprehensive Computer Data Access and
  - 25 Fraud Act, in violation of California Penal Code § 502;
  - 26 c. Breached their contract with Facebook in violation of California
  - 27 law; and
  - 28



1 d. Been unjustly enriched at the expense of Facebook in violation of  
2 California law.

3 2. That the Court enter a permanent injunction enjoining and restraining  
4 Defendants and their agents, employees, successors, and assigns, and all other persons  
5 acting in concert with or conspiracy with him or affiliated with Defendants from:

- 6 a. Accessing or attempting to access Facebook's platform and  
7 computer systems;
- 8 b. Engaging in any activity that disrupts, diminishes the quality of,  
9 interferes with the performance of, or impairs the functionality of  
10 Facebook's platform and computer system, including developing  
11 malware that targets Facebook;
- 12 c. Engaging in any activity, or facilitating others to do the same, that  
13 violates Facebook's Terms and Advertising Policies, including the  
14 use of cloaking software to circumvent Facebook's ad review  
15 process; and
- 16 d. Engaging in activity that violates the Computer Fraud and Abuse  
17 Act (18 U.S.C. § 1030) or the California Comprehensive Computer  
18 Data Access and Fraud Act (California Penal Code § 502).

19 3. That Facebook be awarded damages, including, but not limited to,  
20 compensatory, statutory, and punitive damages, as permitted by law and in such  
21 amounts to be proven at trial.

22 4. That Facebook be awarded a recovery in restitution equal to any unjust  
23 enrichment enjoyed by Defendants in an amount to be determined at trial.

24 5. That Facebook be awarded its reasonable costs, including reasonable  
25 attorneys' fees.

26 6. That Facebook be awarded pre- and post-judgment interest as allowed by  
27 law.  
28

1 That the Court grant all such other and further relief as the Court may deem just  
2 and proper.

3  
4 Dated: December 5, 2019

**HUNTON ANDREWS KURTH LLP**

5  
6 By: /s/ Ann Marie Mortimer

7 Ann Marie Mortimer

8 Jason J. Kim

9 Jeff R. R. Nelson

10 Attorneys for Plaintiff

11 FACEBOOK, INC.

12 Platform Enforcement and

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**JURY TRIAL DEMAND**

Plaintiff hereby demands a trial by jury on all issues triable to a jury.

Dated: December 5, 2019

**HUNTON ANDREWS KURTH LLP**

By: /s/ Ann Marie Mortimer

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**EXHIBIT 1**





Powerful andstable Source of traffic

absolute integrity Cooperation attitude!

I LIKE AD



User acquisition

Bring together high-quality global traffic and quickly access a large number of high-quality users.

The daily display volume is 100,000 worldwide.

1000+ premium mobile media.



Traffic delivery

The priority function switches traffic to the demanding user at any time.

Based on each advertisement, analyze the behaviors of different users in different regions and different regions to maximize traffic.



Cooperation benchmark

Keep improving, fulfilling your duties, and completing your job on time, absolutely eliminating falsification.

ILIKEAD MEDIA INTERNATIONAL CO., LIMITED



Accurate traffic promotion, powerful user installation.

Can satisfy advertisers Any demand Believe us, let us win together.

One-stop comprehensive solution to advertisers' overseas promotion needs, from early market proposals (product, operation, team, competitive analysis) to targeted channel allocation (optimizing channel resources, reducing promotion costs), we have the most professional customer service team. Lightning to achieve short-term goals can strategically solve long-term goals

A one-stop full range resolved advertisers promote overseas demand, (the operations, team, competition analysis) and then to the channel allocation (optimized channel resources, reduce marketing costs), we have the most professional customer service Team can lightning to achieve short-term goals to strategy to solve the long-term goal.

+ Strong technical support

+ Precise human rights orientation

+ Global deployment

We grow like grass Growth

Amazing Nature Full HD 1080p : Time Lapse



ILIKEAD MEDIA INTERNATIONAL CO., LIMITED

- ★ Market experienced team configuration complete
- ★ Global localization marketing resources are abundant
- ★ Adhere to the promotion of quality
- ★ Guaranteed sufficient quality traffic throughout the world
- ★ Have a strong technical team



Over 70,000 Users, Let's See What Some Have To Say?

We love our users and are fully dedicated to keeping their trust by offering

Very good service attitude, meeting the needs of our company promotion, bringing us very high user traffic



Aajami, Avada Theme

We have tailored a set of promotion solutions for our company, which is very satisfactory and the number of users has increased rapidly.



Lucasgriffin, Avada Theme

The transaction was very enjoyable and the attitude was very sincere and I look forward to our next cooperation.



Gojcus, Avada Theme

**EXHIBIT 2**





## Pay Per Install

We can provide huge traffic support, accurate traffic delivery, and traffic sources around the world.

大數據系統

Use a new model to advertise large, high growth rates and diverse information assets

- ✔ Insight into customers through web trajectories
- ✔ Drawing for customers through network trajectories
- ✔ User classification description by cookie on cookie technology
- ✔ Realize the effective integration of resources, save network resources and save marketing costs

### Internet media advertising

——Intelligent delivery, precise marketing

## Redefine the ad and let the world see

Let the ad be given only to the right person

### Massive data for your use

The unique precision marketing method, high-quality traffic and resource coverage, for the advertisers who pursue the actual effect, truly achieve the maximum benefit with the least amount of money. Enable smarter ad matching and efficient ad resource utilization

### Be a quality advertising platform

Let advertising change our lives

#### Multi-dimensional orientation

- 6 types of directional levels, 9 major directional conditions, into 1000 targeted interest categories
- Close target audience, effectively reduce advertising budget waste
- Really do thousands of people

#### Rich and varied advertising formats

- Stream advertising
- Screen advertisement
- Banner ad
- Video ad
- Software Installation

#### Traffic plan

- Global website traffic
- Facebook targeted traffic promotion
- Website quotation
- PC Mobi traffic

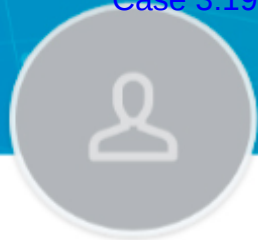
#### contact us:

E-mail: [staolism@ilikead.com](mailto:staolism@ilikead.com)  
Add: B5-3, 29th Floor, Ning Jin Centre, 7 Shing Yip Street, Kwun Tong, Kowloon, Hong Kong.

I LIKE AD



**EXHIBIT 3**



Connect

More...

黄涛 (staoism) Huang Tao

推广总监 Marketing Director

Guangzhou, Guangdong, China · [Contact info](#)



广州翊亿科技有限公司

GuangZhou HongYi Technology LLC

## Experience



推广总监

Marketing Director

广州翊亿科技有限公司 GuangZhou HongYi Technology LLC

Mar 2016 – Present · 3 yrs 5 mos

中国 广东 广州


China, GuangDong, GuangZhou

**EXHIBIT 4**

[Connect](#)[More...](#)**田日红**

CEO - 广州翊亿科技有限公司

Guangzhou City, Guangdong, China · 58 connections ·

[Contact info](#) 广州翊亿科技有限公司 日本大学

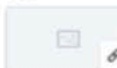
## Experience

**CEO**

广州翊亿科技有限公司

Apr 2015 – Present · 4 yrs 4 mos

广州



翊亿科技 - 专业跨境电商平台

**CEO**

ILIKEAD MEDIA INTERNATIONAL CO., LIMITED

Jan 2016 – Present · 3 yrs 7 mos

香港及广东

文化传媒, 互联网推广

**副总裁**

娱乐世界

Jun 2017 – Present · 2 yrs 2 mos

深圳

**主席**

时尚中国 名人力量

Mar 2017 – Present · 2 yrs 5 mos

广州

**总经理**

BILLY JEANS

Nov 2018 – Present · 9 mos

广州

[Show 1 more experience](#) 

## Education

日本大学

本科, 国际金融

2002 – 2005

**EXHIBIT 5**

Showing 3 results



**LinkedIn Member**

CEO - 广州翊亿科技有限公司

Guangzhou, Guangdong, China

Current: CEO at 广州翊亿科技有限公司

**CEO at GuangZhou HongYi Technology LLC**



**LinkedIn Member**

美端商贸有限公司 MeiDuan Business and Trade LLC

Rest of Guangxi, China

Current: 技术总监 at 广州翊亿科技有限公司

**Art Director at GuangZhou HongYi Technology LLC**



**LinkedIn Member**

推广总监 Marketing Director

Guangzhou, Guangdong, China

Current: 推广总监 at 广州翊亿科技有限公司

**Marketing Director at GuangZhou HongYi Technology LLC**

**EXHIBIT 6**





**EXHIBIT 7**



DownMaps.com WHOIS, DNS, X

downmaps.com (11/24/19 07:5 X

+

← → ↺

research.domaintools.com/iris/investigations/415049/search/6216ccca-d4b4-47b4-9664-80196bae8fbe/7362c4ac-62a2-4189-9b2f-1b93e1de0de5

☆

Iris

Home

Help

Search

Filters

Notes

Export

Search History

Pinned Panels

Tags

Investigations

+

domain names, IP addresses, name server, email address, registrant names ...

Q

Advanced

Filters: downmaps.com

Domain Profile

IP Profile

SSL Profile

Whois History X

downmaps.com

Historical Records

18 records found

2017-10-10

changes

2017-04-30

changes

2016-12-28

changes

2016-07-24

changes

2016-07-21

changes

2010-03-04

changes

2009-08-26

Domain

downmaps.com

Record Date

2016-12-28

Registrar

GODADDY.COM, LLC

Server

whois.godaddy.com

Created

2016-07-20 (3 years ago)

Updated

2016-10-31 (3 years ago)

Expires

2017-07-20 (2 years ago)

Unique Emails

• abuse@godaddy.com

• admin@ilikead.com

View Changes

Side by Side

Inline

Raw Records

Domain Name: downmaps.com

Registry Domain ID: 2044561264\_DOMAIN\_COM-VRSN

Registrar WHOIS Server: whois.godaddy.com

Registrar URL: http://www.godaddy.com

Update Date: 2016-07-20T06:51:03Z

Creation Date: 2016-07-20T06:51:03Z

Registrar Registration Expiration Date: 2017-07-20T06:51:03Z

Registrar: GoDaddy.com, LLC

Registrar IANA ID: 146

Registrar Abuse Contact Email: abuse@godaddy.com

Registrar Abuse Contact Phone: +1.4806242505

Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited

Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited

Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited

Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited

Registry Registrant ID: Not Available From Registry

Registrant Name: ILIKEAD MEDIA INTERNATIONAL CO., LIMITED ILIKEAD MEDIA INTERNATIONAL CO., LIMITED

Registrant Organization:

Registrant Street: xiang gang jiu long guan tang cheng ye jie 7 hao ning jin zhong xin 2 9 lou B 5 - 3

Registrant City: xiang gang

Registrant State/Province: jiu long

Registrant Postal Code: 000000

Registrant Country: HK

Registrant Phone: +86.2029873358

Registrant Phone Ext:

Registrant Fax:

Registrant Fax Ext:

Registrant Email: admin@ilikead.com

Registrant IP: Not Available From Registry

**EXHIBIT 8**



ChromeFileEditViewHistoryBookmarksPeopleWindowHelp

Need to buy a large number of

webcache.googleusercontent.com/search?q=cache:pXIOMCYOxrcJ:https://mymediaads.com/marketing\_articles/26030+&cd=12&hl=en&ct=clnk&gl=us

Incognito

MYMEDIADS

Search for marketing/job ads, companies, people...

Advanced search

Sign InJoin

POST NEW AD

Marketing AdsJob AdsCompanies

AboutFAQ

See who's buying/selling traffic now

OK

TRAFFIC NEEDED

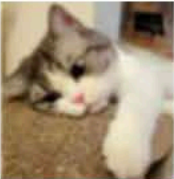
Grab all the business opportunities

Reach the right audience with us

Highlight your ads

Highlight your company page

TRY UPGRADES



BUYER

staoism .asp

VerticalsSoftware

SourcesOther

BasisPPI, Other

PlatformDesktop

GeosUnited Kingdom, United States

Need to buy a large number of US desktop installation (PPI)

hello,  
We now have an offer, that requires a lot of US installation (desktop).  
Our offer is a plug-in for IE browser, only IE,We need a lot of US desktop installation, we have a good budget,  
If you can provide the installation (which can be bundled installation)Please contact me.  
Special Note:  
1.We do not support advance payment, we have good payment credit.(If you are a company, high credibility, we can consider prepaid Sign the IO protocol)  
2.payment method:paypal , WMZ,PM,wire transfer  
3.We are currently only interested in PPI (pay per install), other types of traffic are not very interested in. If not PPI, please do not add me.  
4.payment cycle:First cooperation daily payment  
Cooperation for a long time to pay once a week.  
  
We have the credibility of that, did not deceive anyone, did not deceive a penny.  
  
Looking forward to your contact!  
  
SKYPE:staoism.asp  
Email:staosim.asp@gmail.com

1875 months ago

f in g+ t

☆

REVIEWS(0)

USER PROFILE

CONTACT USER

3 Comments

Add your comment

POST COMMENT

Offer18

Tracking Platform

Performance

Marketing

Software

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149\$

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**EXHIBIT 9**



← → ↺ ⓘ 🔒 https://www.blackhatworld.com/seo/looking-for-us-installations-high-prices.903086/ ☆ 📖 ☁ 🔑 👤 📶 ⋮


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Hosting

Images, Logos & Videos

Dec 26, 2016

#1



payinstall

Newbie

Joined: Mar 21, 2016

Messages: 44

Likes Received: 0

Hello everyone

We need a lot of US installations.Our offer is a plug-in for IE browser, only IE browser.

We have our own statistical procedures, we do not support prepaid, the first cooperation can be paid daily, and then slowly pay a week, two weeks to pay once, we are reputable

It is best for companies to work with us.

Geos:US

rate:0.4-0.6(The more the quantity, the higher the price)

If you are interested, please PM me, or leave your contact information

look forward to your reply👍👍👍



**EXHIBIT 10**

← → ↺ ⓘ 🔒 https://www.blackhatworld.com/seo/looking-for-eu-and-us-desktop-installation.1000586/

☆ 📖 ☁ 🔑 👤 📶


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Images, Logos & Videos

Proxies for Sale

SEO - Link building

SEO - Packages


Social Media

Looking for Eu and US desktop installation

Discussion in 'Hire a Freelancer' started by payinstall, Jan 10, 2018.

Jan 10, 2018

#1



payinstall

Newbie

Joined: Mar 21, 2016

Messages: 44

Likes Received: 0

Hi,

I have an offer, i need the amount of desktop installation in Europe and the United States,

This is my own offer, I am a direct advertiser

I need a lot of European and American desktop installation.

I have my own statistics panel, offer conversion rate of 80% or more, is a good offer.

Whether you are an individual or a company, if you are interested, you can leave your contact information or PM me

Payment: PayPal, wmz ,Transfer

Payment time: the first cooperation daily payment, happy cooperation, pay every Monday


This long-term effective stickers

PS : Do not need WW temporarily, as long as Eu and the US

**EXHIBIT 11**

Case 3:19-cv-01707 Document 1-1 Filed 11/12/19 Page 2 of 34

← → ↺ ⓘ 🔒 https://www.blackhatworld.com/seo/need-us-only-installs-can-anyone-help.831646/ ☆ 📖 ☁ 🔑 👤 📶



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👤

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BACK GUARANTEE

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Need US Only Installs --- Can Anyone Help?

Discussion in 'Pay Per Install' started by payinstall, Mar 21, 2016.

Thread Status: Not open for further replies.

🔒

Mar 21, 2016



payinstall

Newbie

Joined: Mar 21, 2016

Messages: 44

Likes Received: 0

#1

hi, we have a silent installer, does not require the user to set and does not require administrative privileges to enhance And the world is looking for a mixed installation. First, you need to install between 2K-5K. I read a lot PPI network, but the price of some expensive. Although we do not offer low prices but they do have some expensive. So we hope that other companies or individuals may be provided.

**EXHIBIT 12**




HomeForumsMaking MoneyPay Per Install

31 Million Residential IPs

Better Connectivity

Ultra Fast Speed

Upgrade Architecture

Microleaves 2.0

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Starting skype ppi group! - Daily info update on this thread all members welcome!


Discussion in "Pay Per Install" started by greengodfather, Nov 6, 2015.

Tags: [amonatize](#) [payperinstall](#) [ppi](#) [revenyou](#)

Thread Status: Not open for further replies.

Page 4 of 5 < Prev 1 2 3 4 5 Next >

Apr 13, 2016

payinstall  
Newbie

Joined: Mar 21, 2016  
Messages: 44  
Likes Received: 0

i am in, SKP: staoism.asp

Advertise on BHW

TEST IT!